

MARKETING COOPERATION AGREEMENT

Between:

ISRAEL MINISTRY OF TOURISM
(Hereinafter called "IGTO")
ADDRESS: 5 Bank of Israel Street,
Jerusalem, 91009, Israel

DATE: _____
SERIAL NO: _____
BUDGET ITEM: _____

And:

AGENT/OPERATOR/AIRLINE: _____
(Hereinafter called "the Agent")

ADDRESS: _____

TERM OF AGREEMENT: From: _____ To: _____

WHEREAS the Agent is planning to carry out marketing activities with the aim of enhancing tourism to Israel (hereinafter: "**Marketing Activities**"), and IGTO is interested in assisting the Agent in these Activities in order to increase their volume and effectiveness;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Participation in the Agent's expenses

- 1.1 IGTO will participate in the expenses of the following Marketing Activities carried out by the Agent (hereinafter: "**Expense-Sharing Marketing Activities**");

Marketing Activity	Total Cost (to be paid by Agent)	IGTO's contribution	
		Amount	%
Total: (specify currency)			

Notes:

- A) The Agent must attach a general outline of its Marketing Plan including details of its Media Plan and a completed "Agent's Profile" form.
- B) **The Expense-Sharing Marketing Activities will not include promotion of flight seats only.**
- C) IGTO will participate in the cost of Internet advertisements, but not in the cost of the construction and maintenance of Internet sites.

D) This Agreement shall not create any form of partnership or joint venture between IMOT/IGTO and an agent, and all activities and commitments made by an agent in pursuance of an Agreement shall be the sole responsibility of the agent concerned, with no liability on the part of IMOT/IGTO.

1.2 Exclusion:

The Agent intends to carry out the following Marketing Activities for Israel, which will **not** be subject to the Expense-Sharing Arrangement by IGTO:

Marketing Activity	Estimated Cost To Be Paid By The Agent Only
Total:	

1.3 Agent’s Past History With Israel:

1.3.1 In the _____ months/years (*please insert period*) preceding this Agreement, the Agent sent _____ tourists to Israel.

1.3.2 During the term of this Agreement, the Agent’s forecast is _____ tourists to Israel.

2. Conditions for Expense-Sharing

2.1 Where the Agent has performed only **some** of the Expense-Sharing Marketing Activities, IGTO’s contribution to the Expense-Sharing Arrangement shall be in proportion to the **actual** expenses incurred by the Agent, subject to the condition in clause 2.2 below.

2.2 Where the Agent has not invested at least 50% of the budget designated for the Marketing Activities (hereinafter: “**the Minimum Investment**”), this entire Agreement shall be null and void and the Agent shall not be entitled to receive any money from IGTO. Signatures: _____

2.3 In the event that the Expense-Sharing Marketing Activities relate to more than one country, the contribution of IGTO shall be in accordance with the relative proportion of the Activities designated for Israel. However, Activities whose Israel proportion is at least 2/3 shall be regarded as 100% Israel Activities.

3. Payment and Debiting

- 3.1 Payment by IGTO to the Agent shall be made only upon the completion of the Marketing Activities. However, IGTO may, in its absolute discretion, agree to make an interim payment to the Agent on account of the final payment, provided the Agent has performed the 50% Minimum Investment stipulated in clause 2.2 above and provided the Agent has submitted all the documents and invoices detailed in clauses 3.2.1 – 3.2.3 in respect of the activities completed by that date.
- 3.2 The Agent shall debit IGTO for its contribution to the Expense-Sharing Marketing Activities, no later than three months after completion of all the Activities, attaching the following:
- 3.2.1 Evidence of Marketing Activities:
- (a) Advertisements in the printed media – original clippings from newspaper/magazine etc;
 - (b) Advertisements in the electronic media – station or advertisement logs (reports) attesting to the time and duration, together with a copy of the advertisement (cassette, disk etc);
 - (c) Internet advertisements – printout of screen containing the banner/advertisement;
 - (d) Other Marketing Activities (seminars, brochure printing, direct mailing etc.) – any document attesting to the performance of such Activities.
- 3.2.2 Copies of bills and suppliers' invoices relating to the above Activities.
- 3.2.3 A chronological list of all the above invoices and their specific use.
- 3.2.4 A letter analyzing the effectiveness of the Marketing Activities, and detailing the significance of the financial assistance given by IGTO for such Activities.
- 3.3 The sum of the Expense-Sharing Marketing Activities which is the base of IGTO's payment will not include V.A.T.
- 3.4 IGTO shall make full payment within 60 days after receiving from the Agent all the evidence and documents stipulated in clause 3.2 above.

4. Signatures

- 4.1 It is agreed by all Parties that this Agreement will be effective only **after** its approval and signature by all the Signatories listed below, which include the Overseas Director of IGTO and the relevant Directors at the Jerusalem Head Office of the Israel Ministry of Tourism.

4.2 Any activities performed **before** obtaining all the necessary signatures shall not be entitled to receive any assistance from IGTO.

Name Of Institution	Authorized Signatory	Position	Signatures
Agent			
IGTO – Overseas Branch		Director, IGTO	
Israel Ministry of Tourism – Jerusalem Head Office		Marketing Administration	
		Accountant	
		Director General	

Attachments:

- A. Marketing Plan
- B. Media Plan
- C. Agent's Profile